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The Solicitors' Journal

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Current Topics.

A Great Legal Family.

THE PRESENT Master of the Rolls, who discoursed last week at the annual meeting of the Canadian Bar Association on the "Evolution of the English Law of Evidence," is credited with the saying that if he was not born in the purple he could at least claim to have been born in the law calf. The witty observation is fully borne out by a glance at the extraordinary genealogical tree appended to Lord HANWORTH'S recently published memoir of his grandfather, Chief BARON POLLOCK. That distinguished judge had a numerous progeny—something like twenty—and a large number of them, naturally enough, followed in the footsteps of their father in adopting the law as their profession. One of the sons was the last of the Barons; two or three of his brothers became Masters of the Queen's Bench Division; another became an Official Referee; while others served the law in other capacities. Of the next generation of the family the tale is the same: in Sir FREDERICK POLLOCK, who is judge of the Admiralty Court of the Cinque Ports and has been mentioned in connexion with the vacancy in the World Court at the Hague, we have our most distinguished writer on law, his treatises on Contracts and Tort being known and valued wherever the common law is studied and practised; while his cousin, the Master of the Rolls, well maintains the family tradition by the patience and courtesy he shows in presiding in Court of Appeal No. 1. Well was it said that the Pollocks are the *Mucian gens* of England, a race of hereditary lawyers, law being in their blood, like literature in that of the Coleridges, politics in that of the Pitts, and music in that of the Mendelssohns.

The Law relating to Aircraft.

WHILE THOUGHTS about the Schneider Trophy must necessarily be on the magnificent victory achieved by our representatives, second thoughts must be on the great revolution which is taking place. It is not long since air-travel was an adventure; it is now ceasing to be even a luxury and is fast becoming an every-day necessity. What changes in law does this involve? The statutory law for the moment—and it is important—is contained in the Air Navigation Act, 1920, and the various Orders made under it, and the Act and the Orders settle many of the points which may arise, but not all of them. In the case of damage caused, for example, by an aeroplane coming down on a house or a field, will the plaintiff have to prove negligence against the pilot or owner of the machine—a most difficult task—or will he be able to rely upon the rule in *Rylands* v. *Fletcher*? Section 9 (1) of the Act lays it down that he may rely on the rule in *Rylands and Fletcher*. And will the application of the old tag *cujus est solum ejus est usque ad cœlum* render aircraft liable for trespass or nuisance? Again, s. 9 (1) says that no action shall lie for nuisance or trespass if the flight is under all the circumstances reasonable, etc. Then what about the nationality of aircraft, which may be a very important matter in practice in the future in the case of big airships? What law is to apply to crimes, torts and contracts committed or made on board—is the airship to be in the position of a ship and follow the law of the flag, or in the position of a motor-car which is taken abroad? This again is settled by r. 1 of the Air Navigation Order of 1922, which enacts that aircraft is deemed to possess the nationality of the state on the register of which it is entered. But not all points are thus settled, and one of the most important is—which rules as to liability are to apply in the case of collision in the air—the common law or the Admiralty rules? There is nothing in the Act relating to this matter, though it may be noted that by s. 11 the maritime rules as to wreck and salvage are to apply to aircraft on or over the sea, and that the Admiralty Courts have jurisdiction in claims in respect of aircraft (Order in Council of 1921). An interesting provision is contained in s. 13 of the Act, concerning the infringement of patents. It is laid down that, where any person alleges that any foreign aircraft passing over the British Isles infringes any invention entitled to protection, it shall be lawful to detain such aircraft until the owner deposits or secures a sum of money in respect of the alleged infringement. The section gives power to draw up rules of court, but the power has not yet been exercised.

The Joy-riding Muddle.

THE LAY press, having enthusiastically taken up the joy-riding v. larceny question during the silly season, has not been entirely helpful. Only this week a case was reported in which, so it was said, a gentleman whose car had been taken refused to prosecute a servant of his who had been arrested for stealing it, on the ground that "it was useless, as it had been held that car-stealing was not a crime." The chairman of the bench said a witness summons would issue and that failure to obey it would involve liability to arrest. It is hardly necessary to point out that what magistrates have held not to be a criminal offence is taking a car without intent to steal; car-stealing is as much an offence as any other stealing, but a layman may be pardoned for misunderstanding the law as it is served up to him by his daily newspaper. The owner of the car is bound to appear as a witness if he can give relevant evidence; the KING is the prosecutor, and the justices will determine what amounts to an offence. One daily paper naively asserts that the Home Office has been asked to give a ruling on this point of car-stealing. If there were a point of law involved, His Majesty's judges might give a ruling, but the Home Office would certainly decline the task. The law is, however, clear enough; so is the defect in it. Joy-riding, short of stealing, must be made a punishable offence.

Stretching the Law.

THE CRIMINAL law cannot hope to make punishable every breach of good conduct, good morals, or good citizenship. The police, entrusted with the difficult task of keeping public

order in the streets and public places, may be pardoned if occasionally they fail to appreciate the fact that conduct which is undoubtedly reprehensible is not always punishable. A section of the Metropolitan Police Act, 1839, deals with abusive, threatening or insulting words or behaviour likely to cause a breach of the peace; it is certainly comprehensive, and charges are framed under it, appropriately enough, every day. But because of its very wideness it is likely to be stretched unduly; people who misbehave in public are charged with insulting behaviour although no one was insulted and although there was no reasonable probability of a breach of the peace. In dismissing a charge of using insulting words the West London magistrate recently commented on "the rather loose manner" in which this particular kind of charge was drawn. "It seems to be used," he is reported as saying, "to cover any offence not specified in any other Act of Parliament. It is one that is capable of being abused, and I think that care ought to be taken to see that the appropriate charge is made in each case." To which we venture to add "or that no charge at all is preferred unless the facts legally warrant it."

Law Courts during the Vacation.

AT THIS time of the year it is interesting to speculate how much inconvenience is caused to the general public by the inordinate length of the Law's summer vacation. The answer is probably that the genuine annoyance is very small. As the annual summer holidays tend to spread over a longer space of time, the number of litigants who want their cases tried in August and September steadily decreases. It is a remarkable fact that though facilities for litigation in vacation are continually increased, the volume of work brought to the Temple is, if anything, on the decline. Since the new rules by which claims for specific performance and in detinue can be specially indorsed, a plaintiff in almost any simple action to which there is no defence can get judgment in vacation as in term time; the Vacation Court is there to deal with any Chancery work that can be called urgent, and it is easier than in old days to secure an order for "pleadings in vacation." For criminal work facilities are still the greater; the Old Bailey, to which under the Criminal Justice Act country cases can be committed, has a session in September, and London Sessions and Police Courts go on without intermission. Nor is the absence of counsel a difficulty; reading the morning papers shows us that some of the most eminent are available if required. Yet, in spite of all this, the Temple is dead throughout August and most of September; the obvious reason is the unwillingness of litigants or their solicitors to hurry on work during this period. Most practitioners know that in theory county courts have sittings in August; but how seldom is a county court brief actually delivered during that month?

Neglect to Maintain after Separation Agreement.

IN THE recent case of *Miller* v. *Miller*, at Leeds, the parties had entered into a separation agreement in November, 1922, providing, *inter alia*, that (1) Neither should molest or annoy the other, or institute any proceedings at law for the restitution of conjugal rights or otherwise; (2) The husband should pay the wife, for the maintenance of herself and her children, £1 a week, to cease when the younger child attained sixteen, thereupon the wife should make no further claim upon the husband. Both parties had observed the agreement, except that (when the younger child became sixteen) the husband was about £45 in arrears, but this had since been reduced to £4 odd, which amount was still outstanding when the wife issued her summons for neglect to maintain. MR. HORACE MARSHALL, stipendiary magistrate, observed that the wife had made the agreement without proper legal advice, and had not treated the original default as a failure to observe the covenant, upon which to base a claim for maintenance. The parties had clearly intended that the wife's maintenance was to be secured as part of the children's maintenance, and was to be determined by and co-extensive with theirs. The clause relating to proceedings was ill-defined, but extended to any which the wife could take, and included summary proceedings apart from those open to the poor law authorities. The wife was not now able to work, but the agreement was still binding, the effect being that she had relieved her husband from liability, and the charge of neglect to maintain therefore failed.

Affinity Law in Marriage.

THE FACT that the prohibited degrees of marriage contained in the Prayer Book are still in operation, with only two exceptions, is emphasised by the recent annulment in the Divorce Court of a marriage ceremony which a woman, the petitioner, went through with the former husband of her mother's deceased natural sister. This sister was not the petitioner's aunt in the usual sense, because the mother's sister was illegitimate. It is laid down in the rules of consanguinity that a woman may not marry her mother's sister's husband, and the courts have held that this applied to blood relations of the prohibited degrees, whether they are legitimate or not. Nevertheless there has been a strong movement in late years to relax the rigidity of the Prayer Book list. In 1907 Parliament made it legally possible for a man to marry his deceased wife's sister, and in 1921 for a woman to marry her deceased husband's brother. There it stopped, but for several years past a private Bill has been introduced to allow people to marry others who are only relations by marriage, and not by blood, e.g., to let a man marry a niece, not of his own, but of his deceased wife. Every time, however, the Bill has been lost in the annual "massacre of the innocents." It is still unlawful for a man to marry the sister or half-sister or illegitimate sister of his divorced wife during her lifetime, or the divorced wife of his brother or half-brother or illegitimate brother. Everyone domiciled in England comes under the law of consanguinity, wherever the marriage is celebrated, and this applies equally to Jews, whose own laws permit a man to marry his deceased wife's niece.

Law and Sex.

THE INTERNATIONAL conference on matters relating to sex which has been recently meeting in London will probably not secure, and perhaps does not deserve a great deal of attention from the legal profession. But this does not mean that our law on the subject is not in need of improvement; on the contrary there is no branch of the law, at any rate so far as sex is a department of crime, which is in such hopeless confusion. The systematic revision of our criminal law seems to have left sexual offences almost untouched, while they provide a promising field for the promoters of ill-considered Acts of Parliament. Anomalies and absurdities in our present law are well known to every practitioner before they are noticed by the general public, to whom the whole subject is more or less "unprintable." In vain have numerous judges pointed out the idiocy of the Criminal Law Amendment Act, 1922, which inadvertently lays down that there shall be no defence in circumstances where it has expressly provided that a defence shall lie, and this very proviso contains several other absurdities which have not yet come up for judicial decision. Possibly, too, the framers of this Act, when by a word they enlarged the crime of indecent assault upon a male person, were not aware that it carries (in theory) a punishment of ten years' penal servitude. On the other hand, the far more serious crimes of attempted rape and indecent assault on a female have the inadequate maximum of two years' imprisonment. The penalties for the different sexual offences are partly a relic of mediævalism and partly the result of pure chance. It is to be hoped but not expected that the existing law and procedure will be revised and carefully considered before any new offences are created.

Motor-coach Discomfort.

UNDER THIS heading *The Times* reports a prosecution of a Southend motor-coach owner, of whose long-distance coach it was said that "the brakes did not work properly; the engine made a terrific noise; and every time the vehicle stopped it was filled with smoke. There was practically no upholstery left on the seats." This is an extreme instance of what is a familiar imposition on the public. Services are advertised by "the very latest type saloons, fitted with all the latest improvements for the comfort of passengers." Usually there is one or more of these luxury coaches actually in existence, but the proprietors break faith with many of those who book by them. They overbook, and run as relief coaches taking the overflow jolting and rattling conveyances which were good coaches once. One or even two hundred miles' acute discomfort is suffered by passengers whose money loss is, however, so small that they accept their purgatorial lot with resignation, and go back to the railways. If the latter really woke up they would still have a chance against the road coaches, but their policy is too likely to be a combination with these latter, and a bad service all round.

Double, Double, Toil and Trouble.

ANOTHER CASE of discharge by magistrates of a man accused of manslaughter and his pending trial on the coroner's inquisition has occurred. The provisions of the Coroners (Amendment) Act, 1926, intended to prevent the duplicating of proceedings, are not effective in all cases. This duplication really ought to cease entirely. There are ample safeguards, for whatever be the result of proceedings before either the coroner or the justices it is still open to the Director of Public Prosecutions to prefer a bill of indictment. In the particular instance reported from Nottingham the coroner's jury presumably gave their verdict before there was any charge before examining magistrates. If so, there was no need to take the accused before the latter at all; the coroner himself can act as examining magistrate; see s. 25 of the Coroners (Amendment) Act, 1926.

Freshwater Erosion.

THE LEGAL problems with regard to the above were recently considered at Brecon in *Brecon Corporation* v. *Williams*, the defendant being charged with offences under the Public Health Acts Amendment Act, 1890, s. 47, and the Rivers Pollution Prevention Act, 1876, s. 2. The town clerk stated that the defendant had tipped old mortar and other building refuse into the River Usk for a distance of 18 feet, opposite Dinas Lodge, but that the owner of that property had asked for the prosecution against the defendant to be withdrawn. The explanation was that, owing to the formation of an island below Llanfaes Bridge, there had been extensive scouring of the bank, and for three years the tipping had been adopted as a remedy. The need for this was stated to be that the river had encroached as far as the entrance to the property, and an inspection would show that, below the present extent of the tipping there had been considerable erosion of the bank. As a condition of withdrawal, the prosecution required an undertaking that tipping should cease (pending a conference between the corporation officials and the landowner), but the defence objected to this course. The evidence was that fish life would be damaged and erosion caused to the opposite bank, but the defendant's case was that there was no encroachment upon the river bed, and that the tipping did not comprise "matter likely to cause annoyance" in breach of s. 47, *supra*. The magistrates having visited the *locus in quo*, it was announced by the chairman of the Bench that there would be a nominal fine of 5s. It is to be noted that under the Act of 1876, *supra*, an offence is constituted not only by pollution, but by an interference with the due flow of the stream, and the use of solid refuse and cinders is expressly forbidden. On the other hand a riparian owner has a common law right to raise his banks to prevent flooding of his lands, provided he uses clean materials which do not infringe the statutes.

Criminal Law and Police Court Practice.

HARROWING TALES.—Police court reporters often do useful service in calling attention to cases of poverty and hardship, to which a generous public promptly and willingly responds. At the same time we cannot help having a suspicion that sometimes the desire to tell a moving tale and produce good copy leads the enthusiastic journalist astray, so that he, stirring public sympathy over a story which he has overstated or has not verified, misleads his readers into undeserved generosity.

Such a case came to our notice recently through the courtesy of a correspondent. There was the not unusual tale of a weakly woman fainting in court; children without boots; hunger and poverty at home. Subscriptions poured in, but a high police official stated quite definitely, as the result of inquiry, that the woman's statements were in some respects false, her husband was in regular work, and charity was not needed. The gifts were therefore returned.

To induce kindly people to give where their help is not needed is itself undesirable, but the effect does not stop there. Disillusioned people are apt to say that having been misled once they will not risk it again, and a source of charity is dried up—so that really meritorious cases may fail to make their appeal.

Magistrates, and police and police court officials, are in the habit of making due investigation before accepting and awarding the gifts of kindly disposed people who want to help the unfortunate; no one need be afraid of giving to a police court poor box. But to give hastily upon the faith of the harrowing paragraph so dearly loved of the court reporter is often a mistake; the better way is to write to the magistrate or the missionary first, in order to see whether or not help is needed. That favourite object of charity, the dog-owner who loves the dog better than aught else and who cannot afford the licence, may be quite unworthy of help and may not love the dog half as much as is made to appear. It is well to find out a little before becoming one of a hundred or so to send the modest seven and sixpence.

HABITUAL CRIMINALS.—WE ARE all familiar with the phrase "once a mortgage always a mortgage," and for some years it appeared to be equally true to say "once a habitual criminal always a habitual criminal." It was so laid down in the Scottish case of *McDonald* v. *Lord Advocate* [1917] J.C. 17, and three years later the same was held by the English Court of Criminal Appeal in *Rex* v. *Stanley* [1920] 2 K.B. 235. Further consideration of the question involved led to doubts as to the soundness, not to speak of the humanity, of the principle enunciated in those cases. In *Rex* v. *Norman* [1924] 2 K.B. 315, after a very full argument, the Court of Criminal Appeal by a majority—Mr. Justice AVORY, Mr. Justice ROWLATT, Mr. Justice BAILHACHE, and Mr. Justice SHEARMAN dissenting; and the present Lord Chancellor (then Mr. Justice SANKEY) not delivering a judgment—overruled *Rex* v. *Stanley*, *supra*, and held that in the case of a person who has been found to be a habitual prisoner and been sentenced to preventive detention, the jury, when the same prisoner is again charged with being a habitual criminal, is not bound to find that he is so by reason merely of his previous conviction. Quite recently the Scottish Court of Criminal Appeal, in *Donald* v. *Lord Advocate* [1929] J.C. 76, has fallen into line, although not unanimously, with the result arrived at in *Rex* v. *Norman*, *supra*, and has overruled *McDonald* v. *Lord Advocate*, *supra*. As the Lord Justice-General said: "It does not follow that a criminal habit, once formed, becomes for the rest of a man's life an ineradicable feature of his character; it is for the jury to say." We know on high authority that the way of transgressors is hard, but it need not be made intolerably harder for them by a forced construction of s. 10 of the Prevention of Crime Act, 1918.

The Blind and the Legal Profession.

To some it may come as a shock to learn that there is within the confines of the legal profession a small but steadily increasing band of blind practitioners. These men, many of whom come to their profession equipped with a University degree, are working side by side with their sighted competitors, and a number of them are doing very good business. The majority of these blind lawyers attach themselves to the solicitor branch of the profession, though barristers are not unknown among their number, and they can boast at least one Oxford law don.

Experience has shown that the practice of a solicitor is one of the most promising openings for the blind man of education. He has, of course, difficulties peculiarly his own; but these difficulties are by no means as formidable as the average practitioner would imagine, and they are in fact not such as would be expected by those who have had no experience of them. Perhaps the greatest of these difficulties is the obtaining of an adequate mastery of the petty-fogging details of office routine. Compared to this, the gaining of a sufficient knowledge of the law is a comparatively simple matter. In this connexion the experience of at least one blind solicitor is that the accounts portion of his Intermediate caused him more real trouble than all the rest of his legal studies put together. At first sight this may seem strange, but a moment's reflection will show its reason. Two things, and two things only, are essential to enable a blind man to assimilate his law: an average brain, and a reasonably intelligent pair of eyes to assist it. Given these two conditions, which happily not infrequently co-exist, there is nothing to prevent a blind practitioner from becoming a sound and successful lawyer. The only difference between his brother practitioners and himself is that they use their own eyes and he uses another person's.

Given average intelligence and an aptitude for hard work, the law is within comparatively easy reach of the blind man. To acquire it a somewhat greater degree of application is necessary on his part, and, measured in hours, its acquisition takes him longer than his sighted rival. But the disparity in this matter is not so marked as seriously to prejudice his chances of success.

We cannot leave the consideration of the blind man in his capacity as a student of the law without a passing reference to the braille libraries at his disposal. There are two of these organisations which aid him in his studies: the National Library for the Blind and the Students' Library of the National Institute for the Blind. These two organisations, supported in great measure by voluntary writers, are doing most admirable work for the blind student of the law. It will be well-nigh impossible for the ordinary practitioner to realise the extent of the work involved. It is doubtless surprising to him to learn that the braille copy of "Stephen's Commentaries" occupies no fewer than eighty bulky volumes. Despite the enormous proportions of braille literature, the two organisations above referred to, and particularly the latter, are striving manfully and very successfully to maintain for the blind students of the law a useful and up-to-date selection of text books.

We now pass on to a brief consideration of the blind man in practice. As has been said above, his difficulties are, in the main, routine difficulties, and should he be fortunate enough to obtain a position in an established firm they practically cease to exist. As in his studies also in his practice all he needs is the intelligent co-operation of a pair of eyes. But by no means all our blind solicitors are fortunate enough to secure posts or partnerships, and it falls to the lot of some of them to launch out in practice on their own account, and to undertake the uphill task of gathering around them a clientele. The novelty of their position certainly affords them some legitimate advertisement, but their achievements are often regarded as the offspring of some uncanny genius rather than the products of hard work coupled with common sense. In short they are considered by some to be beings rather to be wondered at than to be trusted with the management of business. But though this misconception still exists in certain quarters, it is happily diminishing, and there are many people willing to place their affairs in the hands of a blind practitioner.

Perhaps the most common of the blind practitioner's handicaps is caused by a pardonable misuse of his term of articles. He, perhaps naturally, confines himself almost exclusively to such work as touches and concerns the calling of a solicitor, without giving sufficient heed to such tantalising details as the particular kind of paper to be used for a particular matter, or the exact form in which a bill should be served up to a client. These and matters of a similar nature are the spectres which haunt the blind practitioner who puts up his plate. Many details he must of necessity leave to his clerk, but it is nevertheless essential for him to have a working knowledge of them.

In what may be called the proper functions of a solicitor, the blind practitioner is quite at home. He finds no peculiar difficulty in interviewing and advising clients, and he is able to take down their instructions in braille by means of an apparatus specially made for the purpose. When drafting a document he either dictates to a clerk or himself types his draft, generally using for his guidance a precedent which he has copied into braille. When he appears in court he goes armed with a braille copy of his brief and his apparatus for taking notes.

The writer cannot close this article without a reference to Sir WASHINGTON RANGER, perhaps the most famous of blind lawyers. A. W. G. RANGER (as he then was) was educated at the College for the Blind, Worcester, and Worcester College, Oxford, where he graduated with high honours, afterwards taking the degree of D.C.L. He was admitted a solicitor in 1879, subsequently becoming the head of the firm of Ranger, Burton and Frost, and finally receiving the honour of knighthood. Sir WASHINGTON RANGER will long remain a pride and an inspiration to the generations of blind solicitors who follow him.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding-Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 578.)—XII.

COMPANIES INCORPORATED OUTSIDE GREAT BRITAIN CARRYING ON BUSINESS WITHIN GREAT BRITAIN. (Part XI of the Act.)

This part of the Act applies: (1) to all companies incorporated outside Great Britain which, after the commencement of the Act, establish a place of business within Great Britain, and (2) to all companies incorporated outside Great Britain which have, before the commencement of the Act, established a place of business within Great Britain and continue to have an established place of business within Great Britain at the commencement of the Act.

The first class of these companies must, within one month from the establishment of the place of business, deliver to the registrar of companies for registration:—

(1) A certified copy of the charter, statutes or memorandum and articles of the company, or other instrument constituting or defining the constitution of the company, and, if the instrument is not written in the English language, a certified translation thereof.

(2) A list of the directors of the company, containing such particulars with respect to the directors as are by the Act

required to be contained with respect to directors in the register of the directors of a company.

(3) The names and addresses of some one or more persons resident in Great Britain authorised to accept on behalf of the company service of process and any notices required to be served on the company.

Similar documents and particulars must within one month of the commencement of the Act be registered by companies which have a place of business in Great Britain at the commencement of the Act, and which either established such place of business before the 1st April, 1909, or were incorporated in Northern Ireland before the 1st January, 1922, or in the Irish Free State before the 27th March, 1923.

Companies incorporated in a British possession which have delivered the necessary documents have the same power to hold lands in the United Kingdom as if they were companies incorporated under the Act, but nothing in this section affects the power of a company to hold lands by virtue of registration in Northern Ireland.

All companies to which this part of the Act applies, must register any alteration in documents or particulars required by the Act or in the similar documents or particulars required by the repealed Acts, with the Registrar of Companies, and also a copy of the last balance sheet and auditors' and directors' reports. If any such balance sheet is not in the English language there must be a certified translation annexed to it.

Every such company must in every prospectus inviting subscriptions for its shares or debentures in Great Britain and in all official publications, state the country in which the company is incorporated, and the fact that the liability of the members is limited where this is the case, and conspicuously exhibit on every place where it carries on business in Great Britain the name of the company, the country in which the company is incorporated and where necessary, the fact that the liability of members is limited.

Documents will, in future, have to be registered in that part of the United Kingdom where the company has established a place of business, and if it has established a place of business both in England and Scotland, in both places, but nothing in this part of the Act will operate to require any document to be delivered at any registration office if it has been delivered at that office before the commencement of the Act. Service may be effected on the person whose name has been registered as authorised to accept service, or, in certain cases, at the place of business of the Company. Where a company incorporated in the Channel Islands or the Isle of Man has established a place of business in England or Scotland, all the provisions of the Act requiring documents to be delivered to the registrar to be registered, will apply.

Restrictions on Sale of Shares or Debentures and Offers of Shares or Debentures for Sale. (Part XII of the Act.)

No person must issue in Great Britain any prospectus offering for subscription shares in or debentures of a company incorporated outside Great Britain, whether the company has or has not established, or when formed will or will not establish a place of business in Great Britain, unless before the issue, circulation or distribution of the prospectus in Great Britain a copy thereof certified by the chairman and two other directors of the company has been delivered to the Registrar of Companies for registration and the prospectus states on its face that the copy has been so delivered, is dated, and otherwise complies with this part of the Act. The requirements as to these prospectuses are, with slight variations, the same as in the case of an English prospectus, and the provisions of the Act as to application forms and as to offers for sale and as to the liability of directors and others for statements in a prospectus are made applicable. A fine is imposed for contravention of the section—but an offer of shares or debentures for subscription or sale to any person whose ordinary business it is to buy or sell shares or debentures, whether as principal or agent, will not be an offer to the public for the purposes of the section.

It is not lawful for any person to go from house to house offering shares, debentures or units for subscription or purchase to the public or any member of the public. Further, it is not lawful to make any offer in writing to any member of the public (not being a person whose ordinary business or part of whose ordinary business is to buy and sell shares, debentures or units) of any such securities for purchase unless the offer is accompanied by certain particulars in writing signed by the person making the offer, or in the case of shares or debentures of a company incorporated outside Great Britain by such a prospectus as is above mentioned. This provision does not apply where the shares, debentures or units to which the offer relates are shares, debentures or units which are quoted on, or in respect of which permission to deal has been granted by any recognised stock exchange in Great Britain, and the offer so states and specifies the stock exchange, or where the shares, debentures or units to which the offer relates are shares, debentures or units which a company has allotted or agreed to allot with a view to their being offered for sale to the public, or where the offer was only made to persons with whom the person making the offer has been in the habit of doing regular business in the purchase or sale of shares. For the purposes of these provisions a person will not be regarded as not being a member of the public by reason only that he is a holder of shares, debentures or units in the company or a purchaser of goods from the company.

Where any person is convicted in England of having made an offer in contravention of these provisions the court may order that any contract made as a result of the offer shall be void.

Miscellaneous. (Part XIII of the Act.)

Prohibition of large partnerships.—No company, association or partnership consisting of more than twenty persons may be formed for the purpose of carrying on any business (other than banking) that has for its object the acquisition of gain by the company, association or partnership, or by the individual members thereof, unless it is registered as a company under the Act or is formed in pursuance of some other Act of Parliament or letters patent or is a company engaged in working mines within the stannaries and subject to the jurisdiction of the court exercising the stannaries jurisdiction.

No company, association or partnership consisting of more than ten persons may be formed for the purpose of carrying on the business of banking unless it is registered as a company under the Act or is formed in pursuance of some other Act of Parliament or of letters patent.

Service of Documents and Legal Proceedings.—A document may be served on a company by leaving it at or sending it by post to the registered office of the company. Where a company registered in Scotland carries on business in England the process of any court in England may be served on the company by leaving it at or sending it by post to the principal place of business of the company in England addressed to the manager or other head officer in England. Where process is so served, the person issuing out the process must send a copy thereof by post to the registered office of the company.

In proceedings for negligence, default, breach of duty or breach of trust against a person, being a director, manager or officer of a company, or a person employed as auditor by a company, if it appears to the court that such person may be liable but that he has acted honestly and reasonably and that, having regard to all the circumstances of the case, including those connected with his appointment, he ought fairly to be excused, the court may relieve him either wholly or partly from his liability on such terms as the court thinks fit. Where any such person has reason to apprehend that proceedings of this nature will be brought against him he may apply to the court for relief and the court can grant the same relief as if proceedings had actually been brought against him. Where

proceedings of this nature have been brought against any such person and the case is being heard by a judge with a jury, the judge, if he thinks that the defendant ought to be relieved either altogether or partly, may withdraw the case either wholly or partly from the jury and direct judgment to be entered for the defendant on such terms as he thinks fit.

A company, which is being wound up when the Act comes into force, will be wound up in the same manner, and with the same incidents, as if the Act had not passed.

The Act, except the provisions thereof which relate expressly to companies registered or incorporated in Northern Ireland or outside Great Britain, does not apply to or in relation to companies registered in Northern Ireland, nor, except where it is expressly provided to the contrary, does it affect the law it force in Northern Ireland at the commencement of the Act.

[*Conclusion.*]

Proof of Foreign Law in Extradition Cases.

"WHEN there is a question as to a foreign law the opinions of experts who in their profession are acquainted with such law are the only admissible evidence thereof, though such experts may produce to the court books which they declare to be works of authority upon the foreign law in question, which books the court, having received all necessary explanations from the expert, may construe for itself": Stephen's Digest of the Law of Evidence, Art. 49.

"French law being a question of fact to be determined as such in our courts": Lord RUSSELL in *In re Arton* (No. 2) [1896] 1 Q.B., at p. 516.

In an extradition case a requisition for the surrender of a criminal who is a fugitive from a foreign state is made by a diplomatic representative of that state: Extradition Act, 1870, s. 7; and a foreign warrant authorising the arrest of the fugitive criminal has to be produced, with such evidence as would, according to English law, justify the committal for trial of the prisoner if the crime of which he is accused had been committed in England, *ibid*, s. 10.

Questions of foreign law may then arise in two ways.

First, upon the warrant arises the question: "Do the facts disclosed in the evidence constitute the offence alleged in the warrant, according to the foreign law upon which it is based?"

Secondly, other subsidiary questions of law may arise in the evidence itself. This kind of question may be illustrated by a recent concrete instance. Upon an allegation of obtaining money by false pretences, it became necessary to ascertain whether the presentation of a document upon which payment was made amounted to a false pretence by conduct; that the money was the money of the person presenting the document, when in fact it was the money of another person to whom he was alleged to have assigned it. The Portuguese law upon assignment is not the same as the English, and it had to be determined whether the acts of the accused, though not constituting an assignment in English law, did so in Portuguese law.

What is the proper method of proof in each of these cases?

Without *Arton's Case* [1896] 1 Q.B. 509, one would have supposed that the statement of a foreign offence in a foreign warrant was conclusive that the evidence, if accepted, disclosed that offence, that is, that all the constituents of the offence were present; or putting it in slightly different language, that the facts charged constituted the foreign crime alleged in the warrant. PIGGOTT (Extradition, pp. 124 *et seq.*), examining Lord RUSSELL's judgment in the *Arton Case*, strongly argues that this is so, and his reasoning seems sound. But English courts cannot ignore *Arton's Case*, nor any of the pronouncements of the great judge made in the course of his judgment; and if *Arton's Case* really authorises and requires an examination into foreign law that examination must be made.

If such examination is to be made into the foreign law, has it to be made by the magistrate, or is the proper and only place for it in the later proceedings on *habeas corpus*?

Before considering these questions as questions of law, it may be remarked that, in some extradition cases, neither side is legally represented, and no evidence of foreign law, other than that in the foreign documents diplomatically transmitted, is offered; so that, in practice, the foreign warrant is presumably, sometimes at least, taken as evidence that the facts alleged do constitute the foreign crime.

It is, of course, possible to say that the warrant may be *primâ facie* evidence but not conclusive evidence of the foreign law, but this distinction is not drawn in *Arton's Case*, and even if it be made, we are still left with a residue of cases where, other evidence of the foreign law being available, the magistrate at Bow-street, or the High Court on application for *habeas corpus*, would have to consider whether an examination into foreign law is justified or not.

Arton's Case seems to us final on the point as regards *habeas corpus* proceedings, unless or until the higher courts pronounce otherwise. The cogent reasoning of PIGGOTT would be very much in point upon a re-arguing of the question, but a text book cannot override a judicial pronouncement, though we agree that, "if the court in *Arton's Case* had arrived at the conclusion that the crime alleged did not fall within the *Code pénal*, it would have been a decision that the warrant ought not to have been issued in France. Such a decision must be entirely opposed to the fundamental ideas on which extradition is based."

PIGGOTT says: "It is clear that the magistrate has no power to go into the lawfulness of the issue of the warrant abroad," a statement which accords with s. 10 of the Extradition Act, 1870; but in *Arton's Case* the magistrate does seem to have examined whether the facts proved did or did not constitute the crime of "faux," and no disapproval of his doing so is expressed.

PIGGOTT goes on to say that the *dictum* of Lord RUSSELL in *Re Galwey* [1896] 1 Q.B. 230 excludes the question of foreign law, but that *dictum* can be read another way. The High Court is "to review the magistrate's decision, not in the sense of entertaining an appeal from it, but in the sense of determining whether there was evidence enough to give him jurisdiction to make the order . . . evidence of the offence, *and of other necessary conditions* for the application of the Act . . ." The High Court can only consider what the magistrate has considered. The High Court can examine whether the foreign law is satisfied, therefore the magistrate can do the same; nay, must do so; at least he must if required, and perhaps has an absolute duty to do so in all cases.

Whatever the position be upon the law stated in the warrant, nothing can be cited, either in law or practice, to avoid the the requirement of proof of foreign law where a point arises incidentally, and here no certificate of a foreign judge or magistrate can be accepted in lieu of sworn proof of the foreign law as a fact. In the Portuguese instance mentioned above, an attempt was made to prove the Portuguese law of assignment by a judge's statement, authenticated as required by the Extradition Acts, but not on oath. The magistrate declined to accept this as evidence, and required proof in the ordinary way of a Portuguese legal expert. Incidentally the expert for the prosecution disagreed with the expert for the defence, and had the case come to a decision the English magistrate would have had to decide which of the Portuguese experts was right; but that is a position contemplated by our law, and one which arises with some frequency.

Mr. James Guthrie, solicitor, of Bentinck-street, Galston (Scotland), late of Messrs. James Guthrie and Co., Kilmarnock, left personal estate of the gross value of £9,158.

Compensation for Damage by Game

Amongst the various forms of compensation to which the tenant of an agricultural holding is entitled by virtue of his occupancy is that arising out of damage done to his crops by game; and, inasmuch as the present is the time of year at which such damage generally becomes most obvious and farming tenants are consequently being reminded every day, as they walk round to view their crops, of the right they possess in this direction, it may not be out of place to look up the law on the subject.

The Agricultural Holdings Act, 1923, s. 11, s-s. (1), provides that where a tenant of a holding has sustained damage to his crops from game, the right to kill and take which is vested neither in him nor in anyone claiming under him other than the landlord, and which the tenant has not permission in writing to kill, he shall, subject as hereinafter mentioned, be entitled to compensation *from his landlord* for such damage if it exceeds in amount the sum of 1s. per acre of the area over which the damage extends. For purposes of the section "game" means only deer and winged game; obviously it could not refer to hares and rabbits because the farmer has power to deal effectively with these under the provisions of the Ground Game Acts. Consequently they may be ruled out of consideration. Now, by common law, the right to take the game belongs to the occupier, and the owner, if he wishes to reserve the same for himself, must do so by express covenant. (See *Moore* v. *Earl of Plymouth* (1819), 3 B. & Ald. 66.) Therefore this form of compensation has no interest for the farming tenant whose landlord does not specifically reserve the sporting rights.

Where, however, the sporting rights are reserved by the owner, some very interesting questions have arisen and do arise. And, first, it should be noted that the occupier's claim is against *the owner*—not against the owner's sporting tenant—at least in so far as any claim may be made under this section. The owner has his own remedy over against the sporting tenant (s-s. (4)). That, however, does not interfere with any other common law or contractual right the occupier may have against either owner or sporting lessee. It is well established that a lessee of sporting rights is not entitled to overstock land with game, turned out instead of being bred in the ordinary way. In *Farrer* v. *Nelson* (1885), 15 Q.B.D. 258, a farmer brought an action for damage to his crops by pheasants brought into an adjoining coppice by the defendants, who were lessees of the sporting rights over his farm. Evidence was given that no less than 450 pheasants had been turned down in this way, causing damage to his crops. The court held that the defendants had exercised their sporting rights in an unreasonable manner, and that the plaintiff was entitled to recover damages because an undue quantity of game had been brought near to his farm. That claim, however, was not a claim under the Act of 1923. The claim under that (s. 11), as we have said, must be against the owner. And there, it does not matter where the game comes from—whether native or imported—how many in number, or whether they live in adjoining coppices or how else. The question is one of proving damage by game within the definition of "game." In the Scottish case of *Thomson* v. *Earl of Galloway* (1919), 56 Sc.L.R. 448, it was held that a farmer could claim from his landlord under the Agricultural Holdings (Scotland) Act—the counterpart of the English Act—in respect of damage done to his crops by game which came in during the close season from a neighbouring estate.

Given then the conditions under which an occupier would be in a position to formulate a claim, we must next observe that the section lays down specific instructions as to how the claim is to be made. It is an essential preliminary that notice *in writing* is to be given to the landlord *as soon as may be after the damage was first observed* (s-s. (2)), and a reasonable opportunity must also be given to the landlord to inspect the damage, either (*a*) in the case of a growing crop before it is reaped, raised or consumed, and (*b*) in the case of a crop reaped or raised before it is begun to be removed from the land. Notice of the claim, *with particulars*, must *also* be given in writing within one month after the expiration of the calendar year or other period that may be agreed upon for this particular purpose. Generally speaking, the time for giving notice of damage should be about July, when the extent of the damage is fairly apparent, and for sending in the detailed claim the end of September, after harvest.

The owner of the land is not allowed to contract out of the section; but if he can show that in any agreement of tenancy made before 1st January, 1909, provision is made to meet damage of this kind, either by an agreed amount to be paid or by fixing a reduced rent, then the arbitrator to whom any dispute under this heading has to be referred, must take that into account in fixing his award.

The real difficulty a farming tenant will have in establishing a claim under this section is, of course, the difficulty of proving that the damage has been done by winged *game*. Great damage is often done by small birds, rooks and other winged creatures that are not game. Rabbits and hares, too, may have contributed to the damage. That, however, is a question of evidence, not a matter of law; and it is perhaps satisfactory that in a matter of this kind the arbitrator will usually be an experienced agriculturist versed in the right methods of determining who had been the mischief-makers. This particular form of compensation, unlike compensation for manurial values and other tenant-right matters, and unlike compensation for unreasonable disturbance, may be claimed every year, if need be, and does not require to be held over until the expiration of the tenancy; a landowner, therefore, who has once been mulct in such a claim would do wisely to come to some definite arrangement with his tenant, if possible, in order to avoid the necessity for any repetition of the trouble and expense unavoidable in any arbitration proceedings, however simple they may appear to be on the surface.

A Conveyancer's Diary.

Special Conditions as to Title.

Generally speaking, the parties may make what contract they please as to the title which a vendor is to be bound to show and the purchaser entitled to require. Where the date of the commencement of the title is stated on the agreement for sale, the provisions of s. 45 (1) of the L.P.A., 1925, apply, and the purchaser is precluded from enquiring as to the earlier title although referred to in the later documents. This, however, is subject to certain exceptions. The sub-section does not deprive a purchaser of the right to require the production or an abstract or copy of (i) any power of attorney under which any abstracted document is executed, or (ii) any document creating or disposing of an interest, power or obligation which is not shown to have ceased or expired, and subject to which any part of the property is disposed of by an abstracted document, or (iii) any document creating any limitation or trust by reference to which any part of the property is disposed of by an abstracted document. Stipulations which provide for less than a statutory title being shown (i.e., less than thirty years) must be fair and explicit and disclose the facts material to enable an intending purchaser to determine whether he will accept the limitation sought to be imposed or not. The nature of the document which is intended to form the root of title must be stated. Thus, if it is a voluntary conveyance, that fact ought to be disclosed: see *Re Marsh* v. *Earl Granville* (1882), 24 Ch. D. 11.

Apart, however, from stipulations with regard to the root of title, there are the very common cases where the purchaser is precluded from enquiring with regard to certain specified matters or required to assume certain facts, and, speaking generally, the law leaves the parties to make their own bargain in such matters.

The L.P.A., 1925, places some restrictions upon the freedom of contract in these respects. Thus, a stipulation which might restrict a purchaser in the selection of a solicitor to act on his behalf is void (s. 48); a provision that a purchaser of a legal estate in land shall accept a title made with the concurrence of any person entitled to the equitable interest is void if a title can be made discharged from the equitable interest either under a trust for sale or under the S.L.A., 1925, or any other statute (s. 42 (1)); a stipulation is void which provides that a purchaser of a legal estate shall pay or contribute towards the costs of obtaining a vesting order or the appointment of trustees of a settlement or of a conveyance on trust for sale, or of the preparation, stamping or execution of a conveyance on trust for sale or of a vesting instrument for bringing into force the provisions of the S.L.A., 1925 (s. 42 (2)); and a stipulation to the effect that an outstanding legal estate is to be traced or got in by or at the expense of the purchaser or that no objection is to be taken on account of an outstanding legal estate, is void.

The reasons for and effect of these statutory restrictions upon the freedom of contract in these respects, I hope to examine in some detail in the future. Many interesting questions arise out of them. For the present purposes it is sufficient to note that such restrictions exist and in some material respects hamper a vendor in protecting himself by the contract from inconvenient or troublesome requisitions.

There is one stipulation sometimes inserted in contracts to which I propose particularly to refer this week, namely that where it is provided that the vendor shall be bound to show only such title as he has. Such a stipulation does not relieve the vendor from showing any title at all; he is bound to make the best title that he can (*Hume* v. *Pocock* (1866), 1 Ch. App. 379). A similar stipulation, although going further, to the effect that the vendor's title could not be shown and should not be enquired into is binding on a purchaser (*Hume* v. *Bentley* (1858), 5 De G. & Sm. 520).

Subject to the effect of the statutory provisions already referred to, such stipulations are binding on a purchaser, however defective the vendor's title may prove to be (*Re Scott & Alvarez's Contract* [1895] 2 Ch. 603). But if the vendor could not show a good holding title specific performance (which is a discretionary relief) could not be decreed, *ibid.* Formerly, in such a case, although refusing specific performance, the court could not direct the return of the deposit, but now in any case where the court refuses to grant specific performance, the court may, if it thinks fit, order the repayment of any deposit (L.P.A., 1925, s. 49 (2)).

Landlord and Tenant Notebook.

Date of Accrual of Right to Recover Compensation under Landlord and Tenant Act, 1927.

It may be important to determine in some cases the proper time when the right to recover compensation for improvements or for loss of goodwill accrues under the Landlord and Tenant Act, 1927.

From an examination of ss. 1 and 4 of the Landlord and Tenant Act it would appear that the right strictly does not arise until the tenancy has terminated and the tenant has quitted the holding.

Thus s. 1 of the Act provides that after the service of the proper notice of claim the tenant shall be entitled, "at the termination of the tenancy on quitting his holding," to be paid by his landlord compensation in respect of improvements, and s. 4 of the Act, which relates to compensation for loss of goodwill, is couched in similar language.

But although the right to recover compensation, whether for improvements or for loss of goodwill, does not strictly accrue until the tenancy has terminated and the tenant has quitted the holding, the Act clearly contemplates the taking of some sort of proceedings in the matter by the tenant, before either of the above-mentioned events have happened. Thus, the first thing a tenant must do is to serve his notice of claim, such service having to be effected:—

"(*a*) in the case of a tenancy being terminated, by notice within one month after the notice was served on or by the tenant;

"(*b*) in any other case, not more than thirty-six nor less than twelve months before the termination of the tenancy."

Reference should also be made to r. 5 (4) of Ord. 50 B of the County Court Rules, since that rule contains an important provision with regard to the time for taking proceedings to recover such compensation. According to that rule, as subsequently amended, it is provided that "no proceedings under sections 1 or 4 of the Act shall be commenced until the expiration of two months from the date whereon the plaintiff shall have served on the defendant his claim for compensation." This rule in no way contradicts s. 1 or s. 4 of the Act, since it does not prescribe the time within which proceedings for the recovery of compensation are to be taken, but merely prescribes the time within which such proceedings may *not* be taken.

The only proper conclusion to be drawn, therefore, is that proceedings for the recovery of compensation, whether for improvements or for loss of goodwill, will be premature if they are instituted before the tenancy is terminated and before the tenant had quitted the holding.

In support of this view reference may be made to certain *dicta* of Scrutton, L.J., in *Dale* v. *Hatfield Corporation* [1922] 2 K.B. 282, at p. 297.

That was a case under the then Agricultural Holdings Acts of 1908 and 1914, and the claim that was made there was for compensation for disturbance, and Scrutton, L.J., in referring to the right of a tenant to recover compensation for improvements under s. 1 of the Agricultural Holdings Act, 1908, which section stated that the tenant should be entitled in the circumstances therein mentioned to such compensation "at the termination of a tenancy on quitting his holding," said: "As compensation is not due until the end of the tenancy, it seems impossible if the point is insisted on to have an arbitration till the sum is due . . . "

It would appear to be advisable, therefore, in taking proceedings to recover compensation under the Landlord and Tenant Act, 1927, to wait until the tenancy has terminated and the tenant has quitted the holding.

Claims for a new lease are in this respect in quite a different position from claims for improvements or for loss of goodwill, since s. 5 (2) of the Act specifically provides that application for a new lease is to be made to the tribunal "either by the landlord or by the tenant not less than nine months before the termination of the tenancy or where the tenancy is terminated by notice within two months after the service of the notice."

There would appear to be, however, one important exception to the above rule that the right to recover compensation for loss of goodwill does not accrue until the termination of the tenancy and the quitting of the holding of the tenant. This exception is to be found in s. 5 (2) of the Act itself, since that sub-section provides that if a new lease is refused by the tribunal on any of the grounds set out in para. (*b*) of sub-s. (3) of s. 5, the tribunal may award the tenant compensation for loss of goodwill "as is provided under (section 4) of the Act."

BLIND SOLICITOR APPEARS FOR THE DEFENCE.

When Thomas Evans (forty-two), a labourer, was charged at Swansea County Police Court recently with causing grievous bodily harm to a police constable, a blind solicitor, Mr. Hilton Griffiths (Pontardulais), who lost his sight while on active service during the war, defended the accused. A young girl clerk led him into court, and his notes, says the *Cambria Daily Leader*, were in Braille.

Our County Court Letter.

SHIPWRECKED SEAMEN'S RIGHT TO WAGES.

(*Continued from* 73 Sol. J., *p.* 362.)

II.

The case of *Maver* v. *Standard Steam Fishing Co. Ltd. (Owners of the s.s. "Solon")* was subsequently considered in the Court of Appeal by Lord Hanworth, M.R., and Lords Justices Lawrence and Slesser. The employers contended that from time immemorial a seaman ceased to be employed upon a ship becoming a wreck, and that—as their vessel had been abandoned—the applicant's husband was not in their employment when he died from exposure in Iceland. The court held that the decision on the facts of the case could not be interfered with, and the award of compensation was accordingly upheld.

THE AUTHORITY OF MINOR MUNICIPAL OFFICIALS.

(*Continued from* 73 Sol. J., *p.* 526.)

II.

In the recent case of *Taylor* v. *Train* at Middlesbrough County Court, the plaintiff was a manager for the Blue Band Omnibus Company, and claimed damages for assault and false imprisonment from a police constable, who had been appointed an assistant hackney carriage inspector by the Watch Committee of the corporation. The plaintiff had been superintending the loading of passengers, when an omnibus arrived which already contained five more passengers than it was licensed to carry. The defendant therefore put his arm across the door and asked the plaintiff to request two passengers to dismount—which they did but the plaintiff and defendant disagreed as to the need for more passengers to alight. The plaintiff therefore agreed to accompany the defendant to the Town Hall, but was nevertheless seized by the shoulder, and, although he made no resistance, he suffered great humiliation in being pushed along the crowded street. At the police station the plaintiff was charged with obstructing the defendant in the execution of his duties, and a complaint by the plaintiff was also taken down and forwarded to the Chief Constable, who brought no charge against the plaintiff. The defendant's case was that he had observed the omnibus overloading, and, after counting the passengers, he ordered the driver to move on, but the plaintiff ordered him to remain. The crowd made hostile comments, as the passengers were always against the police if they were preventing overloading, and the plaintiff was taken to the station to avoid a disturbance, no violence having been used on the way. His Honour Judge McCarthy, however, held that there was no justification for the arrest, that the defendant had exercised unnecessary force, and that the plaintiff was therefore entitled to judgment for £30 damages and costs.

Practice Notes.

THE EVIDENCE AGAINST INCORRIGIBLE ROGUES.

The decision of the Court of Criminal Appeal in *Rex* v. *Cope* (1925), 41 T.L.R. 418, was considered at the last Birmingham Quarter Sessions, in *Rex* v. *Knight*. The prisoner had been convicted under the Vagrancy Act, 1824, s. 4, of exposing his person with intent to insult a female, whereby he was deemed "a rogue and vagabond," and as this was his second offence, he was "deemed to be an incorrigible rogue" under s. 5 of the Act, and was committed to quarter sessions for sentence. Evidence of the exposure was given by a parks constable, and the question then arose as to whether it was necessary to call the females intended to be insulted, viz., two girls aged about fourteen, in order to comply with the above Act. Section 10 provides that it shall be lawful for the court of quarter sessions to examine into the circumstances of the case, but the learned Recorder (Sir Henry Maddocks, K.C.) held that as the parks constable had given evidence before the magistrates, and had repeated it at quarter sessions, there had been sufficient compliance with the section to enable sentence to be passed, viz., nine months' hard labour. In the first-named case, *supra*, Lord Hewart, L.C.J., had stated that the examination must be in the presence and hearing of the defendant, in order that he may have a proper opportunity of dealing with the circumstance himself, or by his counsel. Many courts of quarter sessions have interpreted the decision to mean that all the witnesses on the depositions must be called, as on an indictment, but the judgment is not so far-reaching as to make this course invariably necessary.

THE SCOPE OF THE SILICOSIS REGULATIONS.

In the recent case of *Turner* v. *William Grant & Sons, Martin Hall & Co.*, third parties, at Sheffield County Court, the applicant had been certified as suffering from silicosis, combined with tuberculosis, and was totally disabled. He had been employed in 1927 and 1928 by the respondents, and in 1926 by the third parties, but liability was disputed on the ground that the applicant had been employed in "whittening"—a process not within the above regulations. His Honour Judge Lias held that the whittening stone was a natural stone, which was not slate, but appeared to be a cross between limestone and sandstone. If it were held not to come within the definition, then whittening on a natural stone would be excluded from the scheme—whereas it was definitely included. The inference was that the term "sandstone" was not used in a strict sense, but was intended to cover such a stone as that produced, and an award was therefore made for compensation at 30s. a week against the respondents, the claim for contribution against the third parties being dismissed.

In the recent case of *Doncaster* v. *R. Sudlow & Sons Limited*, at Burslem County Court, the applicant was suffering from potter's asthma, and claimed compensation as a person engaged in any process in, or incidental to, the manufacture of china and earthenware. The respondents were makers of teapots, and it was contended that the scheme did not include manufacturers of jet and rockingham, which were colours, and that such ware had always been distinguished from earthenware. Technical evidence was called as to the distinction between the trade terms, but His Honour Judge Ruegg, K.C., held that the applicant was engaged in a process of pottery, which was incidental to the manufacture of china or earthenware. As the applicant had contracted silicosis, he was therefore entitled to an award of 30s. a week. Reference should also be made to the "County Court Letter" in our issue of the 10th November, 1928 (72 Sol. J., p. 755), and *Templeton* v. *Parkin & Co.* (1929), 140 L.T.R. 519.

Reviews.

The Guide to Current Official Statistics. Vol. VII, pp. 312. H.M. Stationery Office. 1s. 4d. (post free).

The complexity of modern civilisation demands, alike from the expert and from the layman, an increasing knowledge of the organised activities of the community and the social phenomena to which they are related. Recognition of the extreme importance of statistics, as the most convenient means of acquiring this knowledge, has proceeded apace in recent years; but it may often happen that the enquirer has, in the first instance, to discover for himself where the desired information can be obtained.

So far as official statistics are concerned (and, as regards both scope and authority, Government publications, in our opinion, form the most important source of statistical material in the United Kingdom) this requirement is met by the "Guide to Current Official Statistics." This extremely

compact publication, a fresh volume of which is issued every year, not only gives a list, arranged under departments, of volumes containing statistical information, but also provides a detailed index of subjects, in which are indicated the exact characteristics, as regards date and place, of the statistics to which reference is made. Special devices are employed to facilitate the use of this index by even the most casual inquirer, and to enable the appropriate reference to published official statistics on any subject to be readily traced. H.

The New Company Law as it affects (A) *Private Companies;* (B) *Public Companies.* By HERBERT W. JORDAN. Demy 8vo. pp. xiii and (with Index) 106. 1929. London: Jordan & Sons, Ltd. 4s. net.

This book is an addition to the series of handbooks for which Mr. Jordan, either alone or in collaboration with others, has been responsible. The alterations in the law effected by the Companies Act, 1929, are arranged alphabetically, and, as was to be expected, are clearly and accurately indicated, although, of course, in a condensed form. This manual will be of great practical use to solicitors and their managing clerks engaged in company work, and should prove of no less utility to secretaries, directors, auditors and other officers of companies as a guide to their duties and obligations so far as altered or affected by the new Act, and we feel confident that it will be widely appreciated.

The Companies Act, 1929, with Introduction, Full Notes, Comparative Table of Sections and Index. By THEODORE JOHN SOPHIAN, of the Inner Temple and South Eastern Circuit, Barrister-at-Law. Medium 8vo. pp. x and (with index) 284. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

In the preface to this volume the author disclaims any attempt at "an exhaustive treatise on the Company Law," but says that it is intended to meet "the anticipated need" of those "who may be called upon from time to time to refer to the new law on the subject." He then refers to the side-notes and to the Comparative Table of Sections printed in the volume.

The "Comparative Table of Sections" seems to be printed *verbatim* from the Bill as presented to the House of Lords, and the side-notes appear to be copied from the same source.

The author might better have met "the anticipated need" of the reader if he had made some effort to correct the side-notes to the Bill where defective or misleading. For example, the side-note to s. 40 of the Act refers only to s. 36 (1)-(3) of the Act of 1928, leading the reader to suppose that it contains a new provision, whereas it is, in fact, a re-enactment of s. 82 of the Act of 1908. There are not a few instances of this kind which might well have been put right.

The author's notes are helpful, so far as they go, and will, no doubt, prove useful to those who are not too deeply concerned on the subject. Company law has, however, become a highly technical and difficult subject, and whilst this volume is well intended, and, within the limits which the author has obviously set himself, not without merit, we doubt whether it will prove of much use to the profession. For that purpose, a book on company law should, we think, be more thorough than this work is, or professes to be.

The annotations strike us as having been done in haste, with some unfortunate results. As, for example, the note at the bottom of p. 40, note (*k*) on p. 42 and note (*h*) on p. 63.

The author has not supplied any Table of Cases. Perhaps he did not think it worth while. H.W.C.

A LEGAL ABSURDITY.

Henry Coughtrey, thirty-two, of Marcus-street, Nottingham, who had been acquitted by the magistrates on a charge of manslaughter, was on Monday committed to the assizes on a coroner's warrant, following an inquest verdict of "manslaughter" arising out of the death of William Ayres Astill, the son of an ex-police-sergeant, who was killed by a motor car on 26th August last.

Correspondence.

The Companies Act, 1929.

Sir,—In your issue of to-day (p. 523), Mr. Arthur Stiebel writes: "Apart from provision to that effect in the articles, no director can enter into or be concerned in a contract with the company, unless the contract is approved by the company in general meeting after full disclosure." I cannot find the authority for this statement, and would be much obliged if you could enlighten me.

London, E.C.4. WM. C. SEARLE.
10th August.

[The authorities for the proposition Mr. Searle quotes in the above letter will be found on pp. 426 and 427 of the second edition of "Stiebel's Company Law and Precedents," viz., *Aberdeen Railway Co.* v. *Blaikie Bros.* (1854), 1 Macq. (H.L.) 461; 23 L.T. (O.S.) 315; and *Benson* v. *Heathorn*, 1 Y. & Coll., C.C. 326. See also "Palmer's Company Law" (thirteenth edition), p. 198.—ED., *Sol. J.*]

Income Tax. Is it a Charge on the Property?

Sir,—May I diffidently question the accuracy of the replies to *Q.* 1694 (1) and (2), which appear in your issue of to-day's date.

With regard to (1), the whole of the Sched. A tax would fall to be borne by the mortgagor under No. 19 of the Rules applicable to all Schedules, and the deduction by him of tax from the interest is authorised by that rule. The mortgagee is not, therefore, liable.

The answer to (2) appears inaccurate on the face of it. The purchaser would not be liable, as under r. 3 (*b*) of No. VII of Sched. A the tax *should* have been borne by a previous occupier (i.e., either the mortgagor or the mortgagee) and cannot be levied upon him.

These points are raised without consulting any authorities, and it will be of interest if you will confirm, or correct, the answers previously given.

10th August. "QUERULOUS."

[1. Rule 19 relates only to interest and so forth which is payable out of profits and gains brought into charge to income tax. The question here relates to arrears of tax under Sched. A, and r. 3 (*b*) of No. VII of that schedule covers the point. The interest, as interest, has not been brought into charge to tax.

2. By a slip the word "not" was omitted. It will be noted that the opinion is clearly given that the mortgagee should pay the claim.—YOUR CONTRIBUTOR.]

Inns of Court Officers Training Corps War Memorial.

Sir,—My attention has been called to the paragraph in your publication of the 17th August relating to the damage to the War Memorial of this Corps caused by lightning.

I regret to say that the damage was so serious as to necessitate the removal of practically the entire memorial, stone by stone, for examination, with a view to preserving as much of the original fabric as possible on re-erection of the memorial.

I hope, however, that you will re-assure your readers on the question of restoration.

I am advised by Major Harold Merriman, the architect in charge of the work, that the memorial should be completely re-erected by the end of this month.

HUGH D. P. FRANCIS, Bt.-Col.,
cmdg. Inns of Court Officers Training Corps.
10, Stone-buildings,
Lincoln's Inn, London, W.C.2.
5th September.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Solicitor's Lien against an Individual—Whether enforceable against assets of Partnership of which that Individual is a Member.

Q. 1719. A, B and C form a syndicate for the purpose of dealing in certain land. The greater part of the land was sold, and of the unsold part the deeds were left with the solicitor acting for the parties. A, in his private capacity, owed money to the solicitor, and the solicitor gave notice to all three partners that he claimed a lien over the deeds of the unsold property which were actually in the name of B. B and C bought out the share of A. A went bankrupt. A part of the unsold land was subsequently sold and the solicitor retained one-third of the purchase money, claiming he had a right to it as A owed him money. The solicitor also claims to retain the deeds until A's debt to him has been discharged in full. Is the solicitor justified in the attitude he adopts, or can B and C insist on payment to them of the one-third purchase money deducted by the solicitor, and can they insist on the deeds being handed over? Reference might be made to the case of *Turner* v. *Dean*, 18 L.J.R. (N.S.) Ex. 343, in which the converse was decided that an attorney who has been professionally working for a partner in a firm on his private account and also for the firm, has no lien upon a private deed of the partner in respect of the debt due to him from the firm.

A. In the first place a lien only extends to what is due to a solicitor in his character as such, and if the money owed by A was not for taxable costs and expenses, but for advances, that fact alone disposes of the question: *Re Taylor Stileman and Underwood* [1891] 1 Ch. 590. Secondly, there is no lien on real estate, except a particular lien on estate recovered in an action. The lien is only on the deeds. Thirdly, the deeds were the deeds of B as the legal owner of the land. A could not have claimed to retain them against B, and he could not give a solicitor a better right than he had himself. The solicitor's claim is considered to be groundless. The effect of the L.P.A., 1925, on the ownership has not been considered as no dates were given, but it could hardly affect the question.

Power of Attorney.

Q. 1720. Some years ago A was by deed appointed delegate governing director of a private company pursuant to clauses in the company's articles of association, which deed conferred upon A certain specific powers. A's appointment has by deed recently been revoked, and it is now contended on behalf of the company that A should hand over the deed appointing him as delegate governing director. A contends that this deed is his, and that he must retain it in order to justify in the future any past actions. It has therefore been suggested that a memorandum should be endorsed thereon of the deed of revocation, but A will not consent to this. What can and should the company do in the matter?

A. There is very little authority to be found on the point involved in the question. In "Mackenzie on Powers of Attorney and Proxies," it is said that "It seems that after revocation the principal may demand the return of the instrument"; but, on the other hand, there is an awkward dictum of Parke, B., in *Hibbert* v. *Knight*, 12 Jur. 162, that "A power of attorney is the deed of the person to whom it is given, who is to keep it for his own protection to show that he was authorised to do the various acts which he may have done under it." The donee of the power ought to allow a memorandum to be endorsed on the deed; if he refuses to allow this, proceedings might be taken in the Chancery Division to obtain an order restraining the donee from acting longer under the power. If the company offered an indemnity in respect of past transactions, the donee might not prove so recalcitrant.

Company in Voluntary Liquidation.

Q. 1721. The liquidator instructs a solicitor to act for him in connection with the liquidation. A bill of costs is sent to the liquidator for the work—which he ignores. Liquidator is asked if liquidation is completed—he refuses to say. It is believed that as a fact the liquidation is completed and the whole of the assets finally distributed and disposed of. Is the liquidator personally liable for the costs? Does the question of the closing of the liquidation or winding up affect the question? Is it necessary before suing to make any application, and if so, what, to the Registrar of Companies Winding Up—to obtain an order for payment? If so, what steps can be taken assuming the assets have been finally disposed of. Is it necessary or essential to tax the costs before suing? If proceedings are taken should the liquidator be sued personally or in his capacity as liquidator.

A. A solicitor appointed by the liquidator has, in ordinary circumstances, no claim against the latter personally for costs, but if, as appears to be the case here, the liquidator fails to perform his statutory duty as to the payment of creditors before the company is dissolved, he is personally liable to the solicitor in damages: see Palmer's Company Law (13th ed.), p. 456.

Absent Owner's Liability for Negligent Driving.

Q. 1722. We are concerned for a man who was badly injured as the result of a road accident. The man was cycling and was knocked down by a car driven by a woman. The car belonged to a man who had loaned it to the driver (or the driver had borrowed it without the owner's knowledge), and the woman who drove the car was no doubt in fault as she must have driven negligently. Our client the cyclist being, according to his own story, on the correct side of the road. Unfortunately no witnesses were present. The owner of the car is in a good financial position, but the woman is not. Can we recover from the owner? If so, on what authority? Does it make any difference to the question as to whether the owner *knew* the car was being borrowed or not? Is there not quite a recent case where a father was held not liable for his infant son's negligence in knocking down and injuring a man, the son having driven his car (either with or without his father's sanction).

A. The owner is only liable if the car was being used with his express or implied authority, i.e., in the course of the owner's business or for purposes connected with his pleasure or recreation. It makes no difference whether the owner knew the car was being borrowed on the particular occasion, provided he had given a general consent. If the driver had started out on a journey for the owner's purposes, but had made a deviation for purposes of his own from the direct route to his destination, the owner would not be liable. Even on the direct route the owner would not be liable if the driver was teaching the woman to drive without the owner's consent. The recent case is probably not reported, as the question is one of fact depending on the evidence of the father's sanction express or implied. In the above case, the owner should be made a defendant, and after delivery of the defence interrogatories should be administered to elucidate the position.

Obituary.

MR. G. S. WILLIAMSON.

Mr. George S. Williamson, a solicitor who had practised in Hull for the past forty years, died in a nursing home there on Wednesday, the 4th inst. Admitted in 1888, he was Honorary Solicitor to the Hull Vigilance Association and to the Hull Branch of the National Society for the Prevention of Cruelty to Children and the Royal Society for the Prevention of Cruelty to Animals. He was a member of the Law Society.

MR. F. E. WEATHERLY, K.C.

Mr. Frederick Edward Weatherly, whose name will perhaps go down to posterity more as a famous song-writer than as an eminent lawyer, passed away suddenly at his home at Bath on Saturday last, the 7th inst., in his eighty-first year. The eldest son of Mr. Frederick Weatherly, of Portishead, Somerset, he was born there on 4th October, 1848, and from Hereford Cathedral School went up to Oxford as a Scholar of Brasenose in 1867. He took his degree in 1871, married, and set up as a private coach, was called to the Bar by the Inner Temple in 1887, went the Western Circuit, where he acquired a good practice, ultimately taking silk in 1925. He had a remarkably fertile mind, no less than 1,500 of his lyrics having been printed and published, and certainly no practising barrister has ever provided so much real pleasure to his fellow countrymen. Most of our readers will remember the delightful book of recollections ("Piano and Gown") which he published a few years ago, and in which he declared that he made no claim to be a poet or that his songs were "literary." "They are the songs of the people," he said, "and that is enough for me." His work, however, was not confined to the writing of songs or to wrestling with legal technicalities. He wrote two books on logic, a work on musical and dramatic copyright, and, in addition, many books for children. He certainly had the faculty of expressing in simple words the sentiments which sprang from a kindly and lovable nature.

H.

Societies.

The Canadian Bar Association.

At the annual meeting of the Canadian Bar Association on Thursday, the 5th inst., Lord Hanworth, Master of the Rolls, says *The Times*, delivered an address on "The Evolution of the English Law of Evidence." He also brought a special message from the Duke of Connaught [a former Governor-General of Canada], and presented to the Association a series of interesting legal documents, including a number of autograph letters written to members of the Pollock family by distinguished judges.

The presidential address of Mr. Wallace Nesbitt, K.C., which was read *in absentia*, urged that the Bar Association should put its views on record about the continuance or the abolition of appeals to the Judicial Committee of the Privy Council. It also advocated that the appointment of judges should be removed from the sphere of politics.

Professor W. P. M. Kennedy, of Toronto University, author of "The Constitution of Canada," made an eloquent appeal against pushing Nationalist doctrines to extremes. He contended that nothing could be more disastrous for the world than to create modern independent States, each a possible focus of war, and that it was better for the British Empire and for humanity that it had deliberately rejected the fissiparous political nationalism of the nineteenth century in favour of a unity with vast beneficial potentialities. He held that there was always a possibility of danger when facts and the consequent legal theories of the Empire did not square with the law of the Empire, and there was an equal peril that a Dominion might go strutting about seeking privileges for doctrinaire reasons, becoming, in other words, an Imperial nuisance. He urged that Canada should not mortgage her future to abstractions, nor bankrupt the general welfare of the Empire by speculating in the stock market of theoretical extensions of legal rights, for which the general will was not prepared.

At the close of the meeting, Mr. R. B. Bennett, K.C., was elected president of the association in the place of Mr. Wallace Nesbitt, K.C., resigned.

Rules and Orders.

1929, No. 597/L.14.

THE RULES OF THE SUPREME COURT (COMPANIES) 1929. DATED JULY 31, 1929.—*Continued from page 587.*

(*g*) If the company contends that a person is not entitled to be entered in the list of creditors in respect of any debt or claim whether admitted or not or if any debt or claim, the particulars of which are so sent in, shall not be admitted by the company at its full amount, then and in every such case, unless the company is willing to appropriate in such manner as the Judge shall direct the full amount of such debt or claim, the company shall, if the Judge think fit so to direct, send to the creditor a notice that he is required to come in and establish his title to be entered on the list or as the case may be to come in and prove such debt or claim, or such part thereof as is not admitted by the company, by a day to be therein named, being not less than four clear days after such notice, and being the time appointed by the Judge for adjudicating upon such titles, debts and claims and such notice shall be sent in the manner mentioned in paragraph (*d*) of this Rule, and may be in the Form No. 35 set out in Appendix L, with such variations as the circumstances of the case may require.

(*h*) Such creditors as come in to prove their titles, debts or claims in pursuance of any such notice as is mentioned in paragraph (*g*) of this Rule shall be allowed their costs of proof against the company and be answerable for costs, in the same manner as in the case of persons coming in to prove debts under an administration judgment.

(*i*) The result of the settlement of the list of creditors shall be stated in a certificate by the Master or by the Registrar as the case may be, and such certificate shall state what debts or claims (if any) have been disallowed, and shall distinguish the debts or claims the full amount of which the company is willing to appropriate, and the debts or claims (if any) the amount of which has been fixed by inquiry and adjudication in manner provided by section 56 (2) of the Act, and this Order, and the debts or claims (if any) the full amount of which the company does not admit or is not willing to appropriate or the amount of which has not been fixed by inquiry and adjudication as aforesaid; and shall show which of the creditors have consented to the proposed reduction, and the total amount of the debts due to them, and the total amount of the debts or claims the payment of which had been secured in manner provided by section 56 (2) of the Act and the persons to or by whom the same are due or claimed. The said certificate shall also state what creditors have under paragraph (*g*) of this Rule come in and sought to establish their title to be entered on the list and whether such claims have been allowed or not, but it shall not be necessary to make in such certificate any further or other reference to any creditors who are not entitled to be entered in the list or to any debts or claims to which the inquiry does not extend or to show therein the several amounts of the debts or claims of any persons who have consented to the proposed reduction or the payment of whose debts or claims has been secured as aforesaid.

(*j*) The consent of any creditor, whether in respect of a debt due or presently due or a debt payable on a contingency or not ascertained or a claim admissible to proof in a winding-up of the company may be evidenced in any manner which the Judge shall think reasonably sufficient having regard to the amount of his debt or claim and all the circumstances of the case.

(*k*) The petition shall not be heard until the expiration of at least eight clear days from the filing of such certificate as is mentioned in paragraph (*i*) of this Rule.

(*l*) Before the hearing of the petition, notices stating the day on which the same is appointed to be heard shall be published at such times and in such newspapers as the Judge shall direct. Such notices may be in the Form No. 36 set out in Appendix L, with such variations as the circumstances of the case may require.

12. Unless in any particular case the Court shall otherwise direct every order sanctioning the issue of shares at a discount shall contain a direction that an office copy of such order shall be delivered to the Registrar of Companies for registration within seven days from the date thereof or within such further or other time as the Court may allow and that the order shall not take effect till such office copy has been so delivered.

13. Where an application is made under section 154 of the Act the order may be in the Form No. 37 set out in

Appendix L, with such variations as the circumstances of the case may require.

14. Where a matter is pending in a District Registry, affidavits shall be filed and proceedings shall be taken in such matter in the District Registry.

15. Appeals from orders made under the Act by a County Court and appeals under subsection 8 of section 356 of the Act shall be heard by a Divisional Court of the Chancery Division. Rules 7, 8, 10, 11, 12, 14, 16 and 17 of Order LIX shall apply to such appeals, the words "Office of the Registrar Companies Winding Up" being deemed to be substituted in Rule 11 of the said Order for the words "Crown Office Department of the Central Office."

3. The Forms set out in Appendix L to these Rules shall stand as Forms 30, 31, 32, 33, 34, 35, 36 and 37 respectively in Appendix L to the Rules of the Supreme Court, 1883.

4. These Rules may be cited as the Rules of the Supreme Court (Companies) 1929 and shall come into force on the 1st day of November, 1929.

5. These Rules shall apply to all proceedings in the High Court of Justice under the Companies Act 1929 other than proceedings for carrying into effect the objects of the Act so far as relates to the winding-up of a company whether commenced before or after the day on which they come into operation, but every such proceeding taken before that day shall have the same validity as it would have had if these Rules had not been made.

Dated the 31st day of July, 1929.

Sankey, C.	*F. H. Maugham*, J.
Hanworth, M.R.	*T. R. Hughes.*
Merrivale, P.	*E. H. Tindal Atkinson.*
P. Ogden Lawrence, L.J.	*C. H. Morton.*
A. A. Roche, J.	*Roger Gregory.*
Rigby Swift, J.	

APPENDIX L.

No. 30. Form of Order. [O. 53B. r. 10(2).]

In the High Court of Justice,
Chancery Division,
Mr. Justice .

In the Matter of the Company, Limited, and in the Matter of "The Companies Act, 1929."

Upon the application of the petitioners by summons dated , and upon hearing the solicitor for the petitioners, and on reading the petition presented to the High Court of Justice, the affidavit of (in support of petition), the affidavit of (service of notices convening meetings) and the exhibits therein respectively referred to. And it appearing that the special resolution for the reduction of the capital of the said company referred to in the said petition has been duly passed. [It is ordered that section 56 (2) of the Act shall not apply to (here set out class of creditors to whom section 56 (2) of the Act is not to apply) and] it is ordered, that an inquiry be made what are the debts, claims and liabilities of or affecting the said company on the day of , 19 , [other than debts, claims or liabilities in respect (here set out any debts, claims or liabilities which have been excluded from the provisions of section 56 (2) of the Act by the earlier part of the order)] and that notice of the presentation of the said petition and that a list of creditors to whom such inquiry extends is to be made out as of the said day of , 19 , be inserted in [the newspapers] on the day of , and [other times of insertion].

And it is ordered that the said list and an office copy of the affidavit verifying the same be left at (*a*) within days of the date hereof.

No. 31. Affidavit Verifying List of Creditors.
[O. 53B. r. 11(6).]
[Title of Court as in Form 30.]

In the Matter of the Company, Limited, and in the Matter of "The Companies Act, 1929."

I, A.B., of , make oath and say as follows:—

1. The paper writing now produced and shown to me, and marked with the letter A., contains a list of creditors of and persons having claims upon the said company on the day of , 19 (the date fixed by the order in this matter dated , 19), together with their respective addresses, and the nature and amount of their respective debts or claims and such list is, to the best of my knowledge, information and belief, a true and accurate list of such creditors and persons having claims on the day aforesaid.

2. To the best of my knowledge and belief there was not, at the date aforesaid, any debt, claim or liability which, if such date were the commencement of the winding-up of the said company would be admissible in proof against the said company other than and except the debts, claims and liabilities set forth in the said list and debts, claims and liabilities to which the inquiry directed by the order made herein and dated the day of , 19 , does not extend I am enabled to make this statement from the facts within my knowledge as the of the said company, and from information derived upon investigation of the affairs and the books, documents and papers of the said company.

Sworn, &c.

(*To be continued.*)

(*a*) Fill in at "the chambers of the Judge" or "the Office of the Registrar" as may be.

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. Sarat Kumar Ghose, Indian Civil Service, as Puisne Judge of the High Court of Judicature at Calcutta, to fill the vacancy caused by the death of Mr. Justice Panton.

Sir Robert William Hamilton, M.A., F.R.G.S., M.P., Barrister-at-law, has been invited by the Government to join the Palestine Commission of Inquiry. Sir Robert was formerly Chief Justice of British East Africa, President of His Majesty's Court of Appeal for Eastern Africa and Chairman of the Civil Service Commission. His previous colonial appointments included that of Secretary to the Dominica Commission of Inquiry, District Commissioner for Lagos, Registrar of the East Africa Protectorate, Assistant Judge and Administrator-General, Judge of the High Court and Secretary of the Land Commission of the Protectorate.

His honour Mr. Justice Joseph Sheridan, Judge of the Supreme Court of Kenya and Judge of the Court of Appeal of Eastern Africa, has been appointed Chief Justice of Tanganyika, British East Africa. Mr. Justice Sheridan was called to the Irish Bar in 1907, and is the son of the late Mr. Joseph Sheridan, for many years Registrar of the County Court of Mayo.

Mr. Norman M. Macpherson, S.S.C., Edinburgh (Messrs. Norman Macpherson & Dunlop) has been appointed Law Agent in Scotland to the War Office and to the Air Ministry, in succession to the late Mr. Campbell Smith, S.C.C. Mr. Macpherson was admitted in 1894.

Mr. A. F. Topham, K.C., has been appointed Gilbart Lecturer in Banking at King's College in the University of London. Mr. Topham was called to the Bar in 1900 and took silk in 1922.

Mr. Harold Bedale, Assistant Solicitor in the office of Mr. E. Burgess Sharpley, O.B.E., Town Clerk and Clerk of the Peace of the City and County Borough of Stoke-on-Trent, has been appointed Town Clerk of the Borough of Bridgwater in succession to Mr. Arthur Smart, whose appointment as Town Clerk of Salisbury was announced in our issue of the 7th inst. Mr. Bedale, who was admitted in 1928, has been in the service of the Stoke-on-Trent Corporation during the past fifteen years, and was previously Assistant Clerk to the Panteg Corporation.

Mr. F. G. Lewis, Assistant Clerk to the Carmarthen Board of Guardians and Rural District Council, has been appointed Clerk in succession to Mr. J. Saer, who is retiring.

Mr. Joseph Bolton, Deputy Clerk to the Ashton-under-Lyne Board of Guardians, has been appointed Senior Poor Law Clerk by the East Suffolk County Council.

Mr. T. B. Feltham, solicitor, Deputy Town Clerk of Chester (whose appointment as Town Clerk of Hereford was announced in The Solicitors' Journal of the 15th June last), has been presented by his colleagues in the offices of the Chester City Council, with a wig and gown.

Professional Announcements.

(2s. per line.)

Messrs. Greene & Greene desire to inform their clients that their business has become associated with those of Mr. Odden F. Read, of Mildenhall, and Mr. G. Odden Read, of Thetford. Messrs. Greene & Greene will continue to carry on their practice at Bury St. Edmunds and Ipswich as heretofore and under the same name. Mr. Odden F. Read and Mr. G. Odden Read will also continue to carry on their practices at Mildenhall and Thetford respectively as heretofore and under their own names.

Professional Partnerships Dissolved.

JOHN DOUGLAS PEEL, JOHN CHARLES BLAGDON GAMLEN, and JOHN SNOW, solicitors, 1, St. Giles', Oxford (Morrell, Peel and Gamlen), by mutual consent as from 1st July.

CHARLES HILLSBOROUGH RIMINGTON TAYLOR and WILLIAM ALFRED LAUGHTON OSBORN, solicitors, 226, Kentish Town-road, N.W.5, and 304A, High-road, Kilburn, N.W.6 (Taylor and Osborn), by mutual consent as from 29th July.

OLD BAILEY'S HEAVY LIST.

There are 115 persons for trial at the Michaelmas session of the Central Criminal Court, which opened on Tuesday. The number is considerably in excess of the average, owing to the longer interval between the sessions due to the summer vacation. Mr. Justice Hawke is the presiding judge. There are two charges of murder. George Robert Davison (thirty), a farm labourer, of Goffs Oak, Hertfordshire, is accused of causing the death of his wife, Hilda Eveline Davison, aged twenty-nine, by shooting her, and also attempting to commit suicide; and Rauffie Uddin, twenty-four, a ship's fireman, has been committed from Birkenhead for the alleged murder of Aktar Allee. There are also two charges of attempted murder, in one case a motor driver being accused of shooting at a police officer. The list also includes three charges of manslaughter, two of causing grievous bodily harm, and seventeen of wounding. Charges of bigamy total fifteen, a larger number than usual. There are six separate alleged offences of forging various documents, five charges of breaking into houses and offices, and three of motor car stealing. A domestic servant, aged twenty-four, is charged with setting fire to a vicarage at Hampton Wick, Middlesex, where she was employed, and also stealing a sum of money.

MAGISTRATE AND LOOSE CHARGES.

In dismissing recently a charge of "using insulting words," Mr. Ronald Powell, the West London magistrate, observed that he thought the attention of the police ought to be called to the rather loose manner in which this particular kind of charge was sometimes drawn. "It seems to be used to cover any offence not specified in any other Act of Parliament," said Mr. Powell. "It is one that is capable of being abused, and I think that care ought to be taken to see that the appropriate charge is made in each case."

OLD RUGBY STAR'S FORTUNE.

Mr. Edward Temple Gurdon, solicitor, of London, a great figure in the councils of the Rugby Football Union and one of the greatest English forwards, left £75,155, of which £74,685 is net personalty.

DOMINION APPEALS TO PRIVY COUNCIL.

The *Sunday Times*, of Johannesburg, says it understands that when the Imperial Conference meets in London next year the Irish delegates will have the full support of the South African representatives in pressing for the abolition of the practice of appeals to the Privy Council from the Dominions.

IMPRISONMENT FOR DEBT IN TURKEY.

We understand that a new law dealing with debtors entered into force in Turkey on the 4th inst. Whereas before persons who failed to pay their debts regularly were imprisoned, under the new law offences of this description may not be punished with imprisonment, and on the date mentioned all those serving sentences for debt were released.

TRANSFER OF PROPERTY IN INDIA.

The Indian Legislative Assembly on Tuesday, says *The Times*, passed the Transfer of Property Act Amendment Bill.

IS THIS A RECORD?

Seventy-one years' service with the same firm of solicitors has, says the *Birmingham Post*, just been completed by Mr. W. H. Barker, aged eighty-two, of Hull.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 26th September, 1929.

	Middle Price 11thSept.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	81½	4 18 2	—
Consols 2½%	53½	4 13 6	—
War Loan 5% 1929-47	101	4 19 0	—
War Loan 4½% 1925-45	94	4 15 9	5 1 0
War Loan 4% (Tax free) 1922-42	101¼	3 19 0	3 17 6
Funding 4% Loan 1960-1990	84½	4 14 8	4 15 9
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 8 6
Conversion 4½% Loan 1940-44	94	4 15 9	5 1 6
Conversion 3½% Loan 1961	72¾	4 16 3	—
Local Loans 3% Stock 1912 or after	60½	4 19 2	—
Bank Stock	245	4 18 0	—
India 4½% 1950-55	85	5 5 11	5 10 6
India 3½%	64½	5 8 6	—
India 3%	55	5 9 1	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	5 2 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 4 0
Cape of Good Hope 3½% 1929-49	79	4 8 7	5 4 0
Commonwealth of Australia 5% 1945-75	94	5 6 5	5 7 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	91	4 7 11	5 11 3
New South Wales 4½% 1935-45	88	5 2 3	5 12 6
New South Wales 5% 1945-65	95	5 5 3	5 6 0
New Zealand 4½% 1945	93	4 16 9	5 3 0
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	93	5 7 6	5 9 4
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	94	5 6 5	5 7 0
Tasmania 5% 1945-75	95	5 5 3	5 5 6
Victoria 5% 1945-75	94	5 6 5	5 7 0
West Australia 5% 1945-75	94	5 6 5	5 7 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	60	5 0 0	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	68	4 8 3	5 2 0
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	70	5 0 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 16 3	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61	4 18 4	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	60	5 0 0	—
Metropolitan Water Board 3% 'B' 1934-2003	62	4 16 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	5 2 6
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 19 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79½	5 0 8	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	90	5 11 1	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	70½	5 13 6	—
L. & N. E. Rly. 4% 1st Preference	64½	6 4 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5 8 9	—
L. Mid. & Scot. Rly. 4% Preference	67½	5 18 6	—
Southern Railway 4% Debenture	76½	5 4 7	—
Southern Railway 5% Guaranteed	95	5 5 3	—
Southern Railway 5% Preference	84	5 19 1	—

GENTLEMAN, accustomed to committee work and shorthand, with experience in reference work under the Rating and Valuation Act, will be free shortly; good worker; reasonable salary if some prospects.—Apply, in first instance, "R.," Box 55, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 28, desires Managing Clerkship with view to partnership, capital available, experienced, conveyancing, probate, trust, common law. Excellent references. Salary by arrangement.—Box 170, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

HOLIDAY Locum Tenens.—London Solicitor prepared to relieve country practitioners; thoroughly experienced conveyancing or litigation. Nominal terms in suitable locality (pref. South or West).—"A.K.," Box 150, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, B.A., LL.B. (Camb.), available for locum work or to assist busy solicitor. South. Conveyancing, probate, trust, and general.—Box 95, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-day methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker.—"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

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YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

BUSINESS Man, good references and bonded, capable, reliable and trustworthy, shortly leaving for West Africa wishes to represent, investigate or report for firm of good standing. 2677.

EX-OFFICER, Major, middle aged, married, no children, knowledge Timber trade, accustomed secretarial duties, desires post, Secretary, Golf Club or Institution or similar. 11004.

EX-REGULAR Army Pensioner seeks position of trust, any capacity, timekeeper, messenger, porter, etc. Able bodied and fit. Night work not objected to. 10890.

TUTOR.—Three years ex-service, would coach in Latin, French, Maths., etc. Moderate terms. 1272.

GENTLEMAN, travelled considerably Europe, East, etc., Linguist, Shipping, Advertising and Transport experience. Handled large number labourers. Good organiser. Prepared travel private parties or business gentleman, or manage estate or tourist bureau. Home or abroad. 11008.

EX-OFFICER, Public School, tall, good appearance, age 36, fluent French and German, desires post as Secretary, Representative or similar capacity. Willing to go abroad. Excellent testimonials. 10982.

ARTICLED CLERKS, &c.

SOLICITOR, with old-established practice in rising popular seaside resort in West of England, has vacancy for articled clerk; premium £300. Terms could be arranged for board residence.—Box 164, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW.—Solicitor's office with growing practice has a vacancy for Articled Clerk. Midlands. General practice; personal supervision and coaching. Premium required. Reasonable board-residence if necessary found. —Apply Box 169, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR (24) requires Partnership or Assis- tantship with view to partnership in Birmingham, Cheltenham, Gloucester, Worcester or districts.—Write, with particulars of capital required to Box 185 Solicitors' Journal, 29 Breams-buildings, E.C.4.

YOUNG SOLICITOR seeks Partnership in Manchester or Stockport. Reasonable finance.—Box 190, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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MR. NOAH A. RIGBY, Solicitor and Commis- sioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

SOLICITOR, young, good general experience, desires to purchase practice or partnership in established firm in London or Suburbs.—Reply Box 175, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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TO LET.—Ground Floor Offices (3) and Base- ment. Bedford-row district.—Apply Box 177, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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WANTED.—Chitty's King's Bench Forms. 1923, last edition.—H, Box 17, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED to Purchase, set of Encyclopædia of Forms and Precedents, by Butterworth, latest edition, thin paper edition; quote price.—Box 117, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED to Purchase.—Recent editions of the following books: (I) "Lumleys Public Health Acts"; (II) "Mozley and Whiteleys Law Dictionary"; (III) "Hunt's Boundaries and Fences." State lowest cash price in each case to "W.," Box 17, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTIGATIONS.

CARR'S DETECTIVE AGENCY.—Principal Ex-Police Officer. Discreet enquiries. Solicitors' enquiries invited.—115, Northview-road, Hornsey, London, N.8. 'Phone: Mountview 3196.

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INFORMATION REQUIRED.

2s. per line.

RE CHARLES GEORGE JAMES PORT, decd. —Will any Solicitor who has since 30th April, 1921, PREPARED a WILL for the above-named, who resided at 1 West Mansion, Worthing, and who died on 1st August, 1929, please communicate with R. W. H. Green, Solicitor, 14 Liverpool-terrace, Worthing.

RE THOMAS WILGRESS SMITH DONALD, deceased.—FREDERICK WILLIAM DONALD is requested to communicate with Alfred Double & Sons, of 63, Fore-street, London, E.C.2, Solicitors for the Public Trustee.

RE JEANETTE ZOLKI.—Will Jeanette Zolki or any person who has information as to her present address, if alive, or place of death, if dead, at one time living at 146, Broad-lane, Sheffield, and who is thereafter believed to have left England for Pennsylvania, oblige by COMMUNICATING with Henry Vickers, Son & Brown, Solicitors, 50, Bank-street, Sheffield.

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H. E. FOSTER & CRANFIELD

'Phone: City 1296 (3 lines). 6, POULTRY, E.C.2. Telegrams: "Invariably, Stock, London."

PERIODICAL SALE No. 1160.

REVERSIONS, PROPERTY, ETC., at the LONDON AUCTION MART, 155 Queen Victoria-street, E.C., on THURSDAY, 19th SEPTEMBER, at 2.30 in Lots.

ABSOLUTE REVERSION on decease of male 69 to about £2,621, subject to certain powers of appointment.

ABSOLUTE REVERSION on decease of life 68 to one-fourth of about £9,300.

CONTINGENT REVERSION on decease of life 70 to £2,924 19s. 10d. 5 per cent. War Stock.
Solicitors: Messrs. Lawrence, Graham and Co., 6 New-square, Lincoln's Inn, W.C.

CONTINGENT REVERSION on decease of life 48 to about £2,350.
Solicitors: Messrs. Hooper and Wollen, Carlton House, Torquay.

ABSOLUTE REVERSION to six one-hundred parts of a fund estimated at £76,000, which has been set aside to produce certain annuities.
Solicitors: Messrs. Howlett, Whitehead and Thomas, 9 King-street, Maidstone.

PROPERTY, ETC.

By Order of Executors.

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